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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/264,171	03/05/1999	LESLIE STROH	STROH	2689

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EXAMINER

AKERS, GEOFFREY R

ART UNIT

PAPER NUMBER

2164

DATE MAILED: 01/30/2002

17

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.
09/264,171

Applicant(s)

Stroh

Examiner

Geoffrey Akers

Art Unit

2164



-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on Sep 26, 2001

2a) ☐ This action is FINAL. 2b) ☒ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 35 C.D. 11; 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) 35-91 is/are pending in the application

4a) Of the above, claim(s) _____ is/are withdrawn from consideration

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) 35-91 is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claims _____ are subject to restriction and/or election requirements

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are objected to by the Examiner.

11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved.

12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).

a) ☐ All b) ☐ Some* c) ☐ None of:

1. ☐ Certified copies of the priority documents have been received.

2. ☐ Certified copies of the priority documents have been received in Application No. _____

3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

*See the attached detailed Office action for a list of the certified copies not received.

14) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

Attachment(s)

15) ☐ Notice of References Cited (PTO-892)

18) ☒ Interview Summary (PTO-413) Paper No(s) _____

16) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

19) ☐ Notice of Informal Patent Application (PTO-152)

17) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____

20) ☐ Other:

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DETAILED ACTION

Response to Request for Continued Examination(RCE)

1. This communication is responsive to applicant's RCE filed 10/10/01(Paper #14) and applicant's Amendment C(Paper #15) filed on the same date.
2. Claim 35 was amended. No claims were deleted. No new claims were added. Claims 35-91 are pending.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Independent claims 35,44,64,68,75,81,82 are rejected under 35 USC 112(2nd) for failure to specifically point out and distinctly state what applicant regards as his invention.

Claim Rejections - 35 USC § 101

5. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

The claimed invention lacks specificity in the independent claims 35,44,64,68,75,81,82 as to how one would implement the invention and reduce it to concrete,tangible and utilitarian form. In its present form, it lacks patentable utility.

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Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Newly and solely amended independent claim 35 is rejected under 35 USC 103(a) as unpatentable over Ordish(US Pat. No: 5,727,165) and further in view of Odom(US Pat. No: 6,058,379). The rejections of all other claims as stated in the Final Office Action(Paper # 8) are maintained.

8.(AMENDED) As per claim 35, Ordish teaches a trade finance method for financing the sale of a traded product supplied by a seller to a buyer(col 4 lines 6-17) comprising:the buyer providing an event-activated, latent payment draft to the seller of the seller's agent prior to release of the traded product from the seller's control(col 3 lines 16-35)(col 7 lines 2-28)(Fig 7). Odom teaches the event activated payment draft is payable to the seller's order(col 13 lines 26-33)(col 6 line 59-col 7 line 14) and is drawn on the buyer and is executed by the buyer to indicate the buyer's acceptance of the payment draft(col 13 lines 34-36). Ordish teaches ordering a payment, for the traded product to be made within a term commencing with a specified activating event indicated in the payment draft and selected by the buyer and the seller to occur after execution of the payment draft by the buyer(col 3 lines 37-42)(col 4 line 57-col 5 line 10). Odom teaches the seller releasing the traded product for delivery to the buyer(col 7 lines 56-60)(Fig 5/530).It would have

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been obvious to one skilled in the art at the time of the invention to combine Ordish in view of Odom. The motivation to combine is to teach a networked commerce system that permits a user to bid automatically on items that require time to search for items of interest to the buyer as taught by Odom(col 2 lines 14-26).

Response to Arguments

9. Applicant's arguments with respect to amended new independent claim 35 and the remaining claims 36-91 have been considered but are not persuasive. Ordish(US Pat. No: 5,727,165) teaches a financial instrument comprising a pre-approved bill of exchange accepted in advance by a buyer and payable to a seller and evidencing willingness on the part of the buyer to pay the seller a sum certain of money at a specific point in time in the future determined by a pre-specified event(col 4 lines 6-17)(col 4 lines 29-35) and being in machine or human readable form. Odom teaches the event activated payment draft is payable to the seller's order(col 13 lines 26-33)(col 6 line 59-col 7 line 14) and is drawn on the buyer and is executed by the buyer to indicate the buyer's acceptance of the payment draft(col 13 lines 34-36). Odom teaches the seller releasing the traded product for delivery to the buyer(col 7 lines 56-60)(Fig 5/530).

In many business transactions the seller and buyer are not known to each other and lack the requisite trust to establish the adequate confidence to effect a transaction. Oftentimes the buyer and seller are unrelated either as affiliates or well-known establishments. In these instances, the doubts raised earlier by the office are intensified, namely that the seller cannot know with certainty he will receive payment in the transaction. In alternative arrangements suggested,

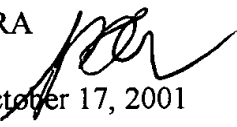
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bzanker's acceptances are old and well-known in the practice. As acknowledged by the applicant, the draft substitution process may be a buyer-financed process, wherein the buyer's credit limit is untested. Ultimately, the buyer's ability to pay is the critical path in this invention which is well-known.

Conclusion

Questions regarding this communication should be addressed to the examiner, Dr. Geoffrey Akers, P.E. who can be contacted at (703)-306-5844 between the hours of 6:30 AM and 5:00 PM Monday through Friday. If attempts to reach the examiner are unsuccessful, the examiner's supervisor, Mr. Vincent Millin, SPE, may be telephoned at (703)-308-1065.

GRA


October 17, 2001